Charter Service Tariff #1

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless specifically authorized by the Authority.

Additions to, changes in and eliminations from this tariff will be in loose-leaf form.

# COMMON MOTOR CARRIER AND CHARTER SERVICE (C) TARIFF NO. I NAMING

# FARES, CHARGES, RULES AND REGULATIONS RATES AND CHARGES

PROVIDE TRANSPORTATION BY CHARTER LIMOUSINE SERVICE,
SCENIC TOURS, AND SPECIAL SERVICES,

ON-CALL OVER IRREGULAR ROUTES OF PASSENGERS AND THEIR

BAGGAGE BETWEEN POINTS AND PLACES WITHIN THE STATE OF NEVADA

Issued: March 27 2011

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### **CHECKING SHEET FOR TARIFF**

Upon receipt of new or revised pages a check mark must be placed opposite the "Correction Number" (shown below) corresponding to number shown in lower left-hand corner of the new or changed page. If correction numbers are properly checked as received, check marks will appear in consecutive order without omissions. However, if check marks indicate that a revised page has not yet been received, request should at once be made to the issuing agent for copy of same.

### **CORRECTION NUMBERS**

1		6	/	11	/	16	/
2	/	7		12		17	
3	/	8	/	13		18	/
4		9	/	14			/
5		10	1	15	/	20	

## EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS

d.b.a	doing business as
Nev. or NV	Nevada
No	Number
N.T.A	Nevada Transportation Authority
/	Addition
*	Change
c	Cent or Cents
\$	Dollar or Dollars
+	Increase
	Reduction
Δ	Change, neither increase nor reduction
	<del>=</del> : 3

### APPLICATION OF CARRIERS OPERATING AUTHORITY

Fares and charges in this tariff are limited in their application to the extent of carrier's operating authority set forth in certificate, issued by the Nevada Transportation Authority, RESTRICTED to transportation in INTRASTATE Commerce only as a common carrier by motor vehicle, as follows:

Provide transportation by charter limousine services, scenic tours, and special services, on-call over irregular routes of passengers and their baggage between points and places within the State of Nevada.

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Las Vegas, Nevada

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### RULES AND REGULATIONS

(Rule No.)

### 1. APPLICATION OF TARIFF

Provide transportation by charter limousine service, scenic tours, and special services, on-call over irregular routes of passengers and their baggage between points and places within the State of Nevada.

Tours shall proceed along Interstate 15, Interstate 95, Interstate 93, Route 167, Route 160, Route 162, Route 157, Route 169 and/or Route 357, including, but not limited to travel in such areas as the Valley of Fire State Park, Red Rock Canyon, Grape Vine Canyon, Delamar Ghost Town, Overton, and Logandale, Nevada. See Application for specific routes for designated tours.

/ Fares and charges named in this tariff are stated in gross (commissionable) terms; and cover only ground transportation of passengers and their baggage, as provided in Carrier's Operating Authority in transportation operations. Rates and charges provided in this tariff, for services as ordered, shall be prepaid or paid by established accounts within 30 days of service. Charges for services in addition to the services ordered and previously prepaid shall be paid within 24 hours of presentation of invoice or transportation bill to the debtor. CHARTER OPERATIONS shall be conducted under charges as provided in Rule 15 of this tariff.

### 2. RESTRICTIONS:

The number of vehicles in its fleet shall be no more than (11) vehicles.

All vehicles shall be limited to unmodified sport utility type vehicles and vans.

No vehicle shall be staged nor walk-up service provided at any airport in the State of Nevada.

No services shall be provided in Cadillac or Lincoln manufactured limousines.

### 3. BAGGAGE AND CLAIM PROCEDURE

Hand baggage, not to exceed Sixty (60) pounds in weight for each fare ticket will be carried without charge. No baggage other than hand baggage will be carried on any trip. Carrier will not be liable for loss or damage to baggage or contents thereof unless occasioned by lack of reasonable care on its part and then only for the maximum liability of \$ 50.00 for the loss of, or damage to, any single piece of baggage, including its contents. Claims for loss of baggage must be communicated to the carrier at the time the passenger arrives at his/her final destination. Carrier will not settle claims on the spot in any circumstances. The passenger will have 7 days to submit a supporting written claim which must contain sufficient information regarding such loss. The carrier shall have a reasonable time in which to locate the lost baggage before making settlement, which will be not more than fourteen (14) days after being notified of such loss. Within fourteen (14) days after receipt of the written claim with supporting documents, the carrier shall (a) compensate the passenger or (b) deliver the passenger a written denial of the claim. A denial of a claim may be appealed to the Nevada Transportation Authority. (NAC 706.333)

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### 4. MINIMUM LOAD REQUIREMENT AND COMPUTATION OF RATE:

For its scenic tour operation, carrier requires a load comparable to four (4) adult fares in order to operate a tour. Carrier will operate with one passenger, if participant agrees to pay the minimum load rate on a pro rate basis.

### 5. CHILDERN'S FARES AND COMPUTATION:

For the scenic tour operation, once the carrier's minimum load rate requirement is met, the rate for children under (12) years of age who are accompanied by a responsible party over twenty-one (21) years of age is one half of carrier's published price.

### 6. CHILDREN – UNACCOMPANIED:

For Charter Limousine Service: No person under the age of 21 will be permitted to take part in service, unless a parent, guardian or other responsible adult accompanies the minor. Minors 15 or over will be permitted to take part in service (without adult supervision) if they can provide a Minor Liability Agreement signed by their parent or legal guardian. We define an adult as any person who is 21 years of age, or older who is responsible for the care and supervision of <u>the</u> child during the Charter. Each child must occupy a separate seat with a seat belt. Carrier will not accept lap children for transportation.

#### 7. RIGHT TO SERVICE:

Carrier will not refuse service because of a person's race, creed, color, sex, or national orgin.

### // 8. OBJECTIONABLE PERSONS

Carrier reserves the right to refuse transportation to any person who appears to be under the influence of intoxicants or drugs, or who is incapable of taking care of himself or whose conduct is likely to disrupt the safety or enjoyment of other passengers. The driver of the transit vehicle will have the right to refuse to carry any person or require any passenger to leave the vehicle if the person or passenger is intoxicated, unruly or is believed to be under the influence of narcotics, or is believed to present a danger to the health or safety of the driver.

### 9. ITEMS OF CARRIER'S LIABILITY

(A) Carrier will not be responsible or liable to passengers for personal articles lost or stolen from passengers. (B)While Carrier will endeavor time schedules specified by customers, they will not be liable for delays caused by an act of God, public enemy, authority of law, quarantine, riots, strikes, force majeure and hazard or dangerous incident to a state of war, accidents, storms, breakdowns, bad conditions of the road, and other conditions beyond its control; and does not guarantee to arrive at or depart from any point at a specified time. The carrier will endeavor to maintain the schedule submitted by its agent or employee; over routes indicated, but the same is not guaranteed to operate its equipment either from the point of origin or any point en route, the carrier will not be held for damages for any reason whatsoever., and the carrier shall not be held liable for any damages caused by delays specified herein.

### 10. ANIMALS

Animals, other than ADA (Americans with Disabilities Act) Service Animals will not be carried unless properly confined.

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### 11. PASSENGER AGENT

Carrier may elect to appoint as its agent any organization, firm, corporation, motel, hotel, or legal gaming operation, who individually or collectively, desire to obtain passenger transportation service between one or more common points for the collection of all applicable charges and remittance thereof directly to carrier without individual passenger fare collection by the carrier.

### 12. CANCELLATION FEE

Charter Service: 50% Deposit's are required on all reservations (50% deposit for transportation is non-refundable if canceled less than 7 days prior to start date). The cancellation fee shall be the entire Deposit up to 50%, unless request is canceled more than 7 days from departure destination. After equipment has already arrived at departure destination, such fee shall then be the full fare forfeit.

*Tour Reservation:* At time reservation is made. Full payment is required. Group tour reservations, consisting of ten (10) or more people, require a 25% deposit. Payment in full is due 30 days before departure for all group tour reservations. No refund for cancellations received within 24 hours or less of departure time. \$25.00 cancellation fee per person will be charged for all cancellations received prior to 24 hours before departure time.

Carrier reserves the right to waive full or partial payment at time of reservation.

5 minutes late constitutes a "No Show" cancellation, and no refund will be given.

For health or safety reasons: Carrier reserves the right to cancel all or part of a tour or refuse to travel to a charter destination due to inclement weather or other unforeseen circumstances that might adversely affect the health or safety of either the passengers or the driver.

For lack of participation: Carrier reserves the right to cancel a tour whenever it's minimum load rate is not met. Carrier reserves the right to alter or modify any tour. In the event a tour is cancelled due to weather, unsafe conditions, or BLM Services requests, a full refund will be issued.

### 13. APPLICATION & CONTINUOUS CHARTER PROVISION

Charges shown in this section for Charter Services cover continuous round trip transportation only from point of origin in the State of Nevada, and return thereto. When customers request transportation requiring to be dropped off and then picked up again within 90 minutes of the drop off time for further service, the trip will be considered as one continuous charter and customer will be charged for the interim waiting time.

Charter Services will be conducted over paved, oil macadam roads, or roads over which carrier's equipment can be operated with safety and without undue wear.

### 14. PAYMENT REQUIREMENTS

Carrier will accept MasterCard, Visa, American Express, Discover, money orders or cashier checks. Cash-orpersonal checks will be accepted at the discretion of the carrier.

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### 15. CHARTER SERVICES RATES AND CHARGES

Charges shown below will be computed on the bases of either (1) The Hourly Rate, or (2) The Minimum Charge, whichever results in the greater charge shall apply.

Equipment Description	* "Charter Rates"		
Weekdays (2am – 6pm Monday thru Friday)			
Specialty SUV Sedan Limousine	\$ 35.00	\$	45.00
Each subsequent One Half Hour or Less	\$ 17.50	\$	22.50
Weeknights (6pm-2am Sunday thru Thursday)			
Specialty SUV Sedan Limousine	\$ 35.00	\$	45.00
Each subsequent One Half Hour or Less	\$ 17.50	\$	22.50
Weekend days (2am – 6pm Saturday & Sunday)			
Specialty SUV Sedan Limousine	\$ 35.00	\$	45.00
Each subsequent One Half Hour or Less	\$ 17.50	\$	22.50
Euch subsequent one Hun Hour of Less	Ψ 17.50	Ψ	22.50
Weekend nights (6pm - 2am Friday & Saturday)			
Specialty SUV Sedan Limousine	\$ 45.00	\$	55.00
Each subsequent One Half Hour or Less	\$ 22.50	\$	27.50
Holiday &			
Special Events			
Specialty SUV Sedan Limousine	\$ 45.00	\$	65.00
•		-	
Each subsequent One Half Hour or Less	\$ 22.50	\$	32.50

<sup>\*\*&</sup>quot;Office Charters" (Applies where customer pre-arranges transportation via company telephone or internet). Rate includes driver & audio equipment. Drivers gratuities are not included.

Specialty SUV Sedan Limousine: is defined as a (Sport Utility Vehicle) SUV passenger vehicle, which at the time of its manufacture is not a Lincoln or Cadillac and is less than 10% of the total manufacture type available for charter in Las Vegas and not stretched to increase its length and has a capacity of less than 8 persons, including the Driver.

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<sup>\* &</sup>quot;Charter Rates" (Applies where customers do not pre-arrange for transportation via company telephone or internet but by other sources were there are no marketing expenses involved.) Rate includes driver & audio equipment. Driver's gratuities are not included.

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### 16. TOUR RATES AND CHARGES

- Tour 1. Bitter Springs Trail/ Valley of fire Tour: \$99.00 Per Person Including tax.
- Tour 2. Rocky Gap Road/Lovell Canyon (Red Rock Canyon) \$89.00 Per Person Including tax.
- Tour 3 Grapevine Canyon/Lucky Strike Canyon/Kyle Canyon (Mt. Charleston Tour): \$79.00 Per Person Including tax.
- Tour 4 Delamar Ghost Town/ET Highway: \$159.00 per person including tax.
- Tour 5 ATV/ Sandrail Awesome Adventure: \$177 per person including tax.
- Tour 6 Night Club Guided Tour: With VIP Entry and transportation to one Night Club \$99 Per Person Including tax
- Tour 7 Night Club Guided Tour: With VIP Entry and transportation to two Night Clubs \$149 Per Person Including tax.

### 17. SPECIAL SERVICES

NASCAR Speedway & IndyCar Events

NFR, CES, SEMA

Adult:

\$20.00 Per Person One Way

Adult:

\$ 8.00 Per Person One Way

Children:

\$10.00 Per Person One Way

Children:

\$ 6.00 Per Person One Way

### Rates for all other Special Services Events

Pick up and drop off within 5 miles of designated pickup location	\$ 7.00
Pick up and drop off within 10 miles of designated pickup location	\$ 8.00
Pick up and drop off within 15 miles of designated pickup location	\$ 10.00
Pick up and drop off within 20 miles of designated pickup location	\$ 15.00

### 18. INDUSTRY RELATED PERSONAL

Industry Related Personal, as that term is defined in NRS 706.351(3) may be entitled to discounts or rebates at the discretion of management.

Other passengers may also be entitled to refunds/reimbursements at the discretion of management. These refunds/reimbursements shall be made to rectify customers dissatisfaction due to inadequate service (for example, mechanical problems, delays, or sudden changes in weather). This type of fare adjustment shall be adequately documented by management.

### **GROUP RATES:**

Groups of 10 or more passengers will be entitled to discounts of 15% per person.

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### 19. COMPUTATION OF RATES AND CHARGES

- \* Limousine Amenities Packages (i.e. T.V.'s, DVD, I-pod Station, Smoke Machines, Laser Lights, etc.) will be at a cost plus \$10.00 per hour per amenities package.
- \* An airport fee of \$ 5.00 per hour will apply to all airport arrival charters.
- \* Meet and Greet Fee of \$10.00 will be added for all airport charters requiring driver to meet passengers with sign in baggage claim.
- \* Rates and Charges named in this Tariff are applicable to, and apply from the earlier of the scheduled time of pick-up including waiting time and/or live service until the time of drop off.
- \* Rates and charges named in this Tariff are applicable to "dead head time." Dead head time is when the vehicle is without passengers and the customer's point of origin or point of destination is more than fifteen (15) miles from base. For calculation purposes, the base is McCarran International Airport.
- \* Rate is exclusive of rates for accompanying staff (Interpreter services, VIP host, or concierge services).
- \* Special Event includes all events forecasted from the Las Vegas convention & visitor authority with an estimated visitor count of 60,000 people or more and Includes all Nationally recognized Holidays, Homecomings, Proms, & NASCAR.
- \* Out of Town Charters (Charters operating outside of a 50 mile radius of McCarran International Airport) will be charged an additional \$50.00 per charter hour for: (added mileage, fuel and maintenance expenses).
- \* Any toll charges, parking, park entrance fees, or other trip fees are responsibilities of the customer.
- \* Maximum driving allowed by law is 10-hours per day. Any long distance trip over 5-hours driving one way requires overnight stay at turning point, making the trip two days. A Per Diem of \$100.00 per night plus \$25.00 per hour waiting time will be charged in lieu of driver lodging and meal expenses.
- \* Platinum Corporate Account (corporate customers who have signed an agreement of usage of (40) forty hours or more, cumulative for all vehicle categories in any calendar month) rates will be based on "Charter Rates" not "Office Charter" rates.

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### 20. DAMAGE AND SPECIAL CLEANING

(A) Each vehicle dispatched for a charter will be in good condition upon arrival. Any Damage to the vehicle which is caused by the charter customer(s) will be charged by the carrier to the customers(s). Per Item:

Damage, Vomit & Special Cleaning:		500
Flat Screen T.V.	\$	500
Limousine Window	\$	500
Cigarette Burns inside Limousine	\$	250
Broken Window Shade	\$	175
Seat Tears and/or rips in the interior	\$	150
Broken or Missing rock or champagne glass	\$	5

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